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ABSTRACT

The collective bargaining agreement between the Board of Ferris State College and Ferris Faculty Association Chapter (507 members), an affiliate of the National Education Association and the Michigan Education Association, covering the period November 12, 1984-June 30, 1987 is presented. Items covered in the agreement include: unit recognition, dues deduction, association rights, no strike clause, release time for the association president, nondiscrimination, rights of probationary faculty, tenure, representation and professional conduct, access to personnel records, tuition and fee waiver, administrative responsibilities, seniority, professional responsibilities of faculty and workload, academic freedom, department procedures, summer quarter employment, faculty evaluation, retrenchment by layoff and by other means, retrenchment benefits, faculty recall or other placement, retraining sabbatical, grievance procedure, paid leaves of absence, unpaid and other leaves of absence, holidays and vacations, fringe benefits, salaries for academic years 1984-1987, promotion procedures, salary equity/market adjustments, and retirement system. (SW)

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AGREEMENT

Between

THE BOARD OF CONTROL
OF
FERRIS STATE COLLEGE

And
THE

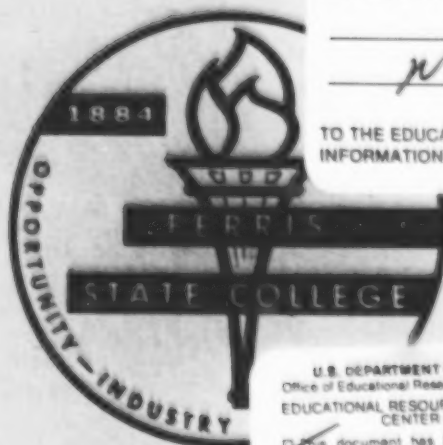
FERRIS FACULTY ASSOCIATION
MEA-NEA

1984 - 87

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Section 1 - BASIC CONTRACTUAL PROVISIONS

1.1 Agreement and Definitions

This Agreement entered into this 12th day of November, 1984, is between the Board of Control of Ferris State College (hereinafter referred to as "Ferris," or the "College" or the "Employer") and the Ferris Faculty Association, an affiliate of the Michigan Association for Higher Education MEA-NEA (hereinafter referred to as the "Association").

1.2 Purpose

The general purpose of this Agreement is to set forth agreements reached between Ferris and the Association with respect to wages, hours, and other terms and conditions of employment for the employees in the bargaining unit described in the Recognition clause below.

*1.3 Recognition

A. In conformity with its responsibility under the laws of the State of Michigan with respect to the collective bargaining rights of the faculty, Ferris does hereby recognize for the term of this Agreement, the Association as the collective bargaining agent for the persons included in the bargaining unit as herein defined:

All full-time Board-appointed Ferris State College teaching faculty (10 or 12 month); librarians; audiovisual consultants; educational counselors; admissions counselors; coordinator of testing; financial aid assistant; director of student activities; rehabilitation counselor; foreign student counselor; veterans counselor; counselor for off-campus housing; assistant placement director; assistant to registrar; and Board-appointed part-time faculty who are employed for at least one-half of the average load for their department.

*May be updated by mutual agreement. Agreed to update titles on exclusion and edit inclusions to reflect present conditions without giving up claim to said positions in the bargaining unit.

B. Excluding deans; associate and assistant deans; administrative assistants or assistants to deans; department heads; head librarian; administrative affairs division personnel; business operations division personnel; registrar; director of admissions, records and registration; associate director of admissions; director of financial aid; director of placement; director of security; director of student development services; college relations and development division personnel; all health center personnel; head residents; and all other college personnel and supervisors.

C. It is expressly understood by the parties that the Gerholz Institute for Lifelong Learning is a part of Ferris State College for the purpose of this provision.

D. Ferris hereby agrees that in the interest of better communications, the Association shall receive a written report within four (4) weeks of the beginning of classes of the fall quarter, or as soon thereafter as possible, enumerating the following:

1. All bargaining unit members as defined above, noting those who are on leave(s) of absence by type and duration.
2. All non-bargaining unit teaching faculty in the following categories:
 - a. All faculty on part-time assignment (including current work load).
 - b. All temporary and/or grant supported faculty (including current work load).
 - c. All administrators who are involved in student instruction (including classes taught).

Changes to such lists will be provided to the Association four (4) weeks after the beginning of classes the winter and spring quarters, or as soon thereafter as possible.

E. Also, regular faculty rank above the level of instructor shall not be granted to staff who are not Board appointed.

F. A temporary employee may not have temporary status for more than one year, except in special circumstances, in which event, no more than a second consecutive one-year temporary contract will be issued.

G. Grant-supported faculty will be defined as faculty who receive at least eighty (80) percent of their compensation from non-general fund sources.

1.4 Other Agreements

There are no verbal or written understandings or agreements, or past practices which are binding on either Ferris or the Association other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either Ferris or the Association until it has been put in writing and signed by both Ferris and the Association.

1.5 Separability and Precedence

A. If any decision of any Michigan or United States court or administrative body of competent jurisdiction affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such decisions, but otherwise this Agreement will not be affected.

B. This Agreement shall supersede any rules, regulations or practices of Ferris which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect.

1.6 Informal Meetings

The President of Ferris, or his designee, shall meet with representatives of the Association once each academic quarter for the purpose of maintaining good relationships through regular communication and for discussing those matters necessary to the implementation of this Agreement; such informal meetings shall also be held at other times after a request of either the President of Ferris or the President of the Association for the purpose of maintaining and improving relationships.

1.7 Association Membership Dues Deduction

Association members may authorize Ferris, by executing the proper forms as provided by Ferris, to make a prorated automatic payroll deduction on alternate pay periods for association dues. Ferris will have no obligation to deduct or remit the dues payable for the account of any bargaining unit member whose withholding authorization reaches the Payroll Office after the tenth (10th) day of the month.

The Association will indemnify Ferris against all liability Ferris may incur by reason of any dues deduction or remittance pursuant to this paragraph.

1.8 Headings

Headings used in the Agreement are for informational purposes only and are not a part of the Agreement.

1.9 Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Ferris and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement.

1.10 Special Conferences

Amendments to the Agreement shall be negotiated by the parties in accordance with the following procedure:

Special conferences for important matters shall be arranged between the president or designee of the Association and the designated representative of Ferris upon request of either party.

Such meetings shall be between approximately equal numbers on both sides mutually agreed to prior to the conference by the Association and Ferris.

An agenda of the matters to be considered at the special conference shall be presented at the time the conference is requested.

If Ferris and the Association both consent, agreements reached at the special conference shall be reduced to writing and submitted to the appropriate ratification procedures of Ferris and the Association. At such time as the agreement(s) have been ratified by both Ferris and the Association, the agreement(s) shall become a part of this Agreement.

Section 2 - RIGHTS OF THE ASSOCIATION

2.1 Rights of Bargaining Unit Members in Association

The College hereby agrees that every member of the bargaining unit shall have the right to freely join and to support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly appointed body exercising power under the laws of the State of Michigan, the College undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by act of laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, or participation in any lawful activities of the Association or collective negotiations with the College, or institution of any grievance, complaint or proceeding under this Agreement. The College will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or non-membership in, or lawful activities on behalf of the Association.

2.2 Association Business

Duly authorized representatives of the Association shall be permitted to transact official Association business on institutional property, provided that this shall not interfere with or interrupt normal institutional operations in any manner.

2.3 Meeting Rooms

The Association and its representatives shall have the right to use the institution's facilities for meetings on the same basis as other organizations, whenever such facilities are not required for educational purposes.

2.4 Posting of Association Notices

The Association shall have the right to post notices of its activities and matters of the Association concern on a faculty bulletin board, at least one of which shall be provided in each academic building on the campus. The Association shall have access to faculty mailboxes for distribution of material. Such material will be distributed by the school or department office personnel. Copies of all material to be distributed through the College facilities shall be submitted to the designated contract administrator prior to distribution.

2.5 No Strike

The Association, its officers, agents, affiliates, members and employees agree that so long as this Agreement is in effect, there shall be no strikes, slow-downs, stoppages of work, boycotts, or any concerted effort not to meet classes or otherwise interrupt other bargaining unit work. Any violation of the foregoing may be made a subject of disciplinary action and damage action, including discharge or suspension, and this provision shall not be by way of limitation of Ferris's right to any remedy under law for such violation.

2.6 Agency Shop

A. Each employee covered by the negotiated Agreement between the Board of Control of Ferris State College and the Ferris Faculty Association (Dated November 12, 1984) shall, as a condition of employment, on or before thirty-one (31) days from the date of commencement of professional duties or July 1, 1984, whichever is later, join the Ferris Faculty Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Ferris Faculty Association, less any amounts not permitted by law; provided, however, that the bargaining unit member may authorize payroll deduction for such fee. In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the College shall, at the request of the Association, deduct the service fee from the bargaining unit member's salary and remit the same to the Association under the procedure provided below.

B. The procedure in all cases of non-payment of the service fee shall be as follows:

1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested, explaining that he or she is delinquent in not tendering the service fee, specifying the current amount of the delinquency, and warning him or her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days, he or she shall be reported to the College and a deduction of service fee shall be made from his or her salary.

2. If the bargaining unit member fails to comply, the Association shall give a copy of the letter sent to the delinquent bargaining unit member and the following written notice to the College at the end of the fourteen (14) day period:

The Association certifies that _____ (name) has failed to tender the periodic service fee required as a condition of employment under the 1984-87 Faculty Agreement and demands that under the terms of this Agreement, the College deduct the delinquent service fees from the collective bargaining unit member's salary. The Association certifies that the amount of the service fee includes only those items authorized by law.

3. The College upon receipt of said notice and request for deduction, shall act pursuant to Section A above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate between bargaining unit members.

C. With respect to all sums deducted by the College pursuant to this Article, the College agrees promptly to disburse said sums directly to the Association.

D. Bargaining unit members paying the service fee provided for herein or whose service fees have been deducted by the College from their salaries may object to the use of the service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the Association. A copy of the Association policy will be provided by the Association upon a request of a bargaining unit member.

E. The Association agrees, upon request, to defend the College, its officers, agents or employees in any suit brought against all or any of them regarding this Article of the Collective Agreement, and to indemnify the College, its officers, agents or employees, for any costs or damages which may be assessed against all or any of them regarding this Article of the Collective Agreement, provided, however, that:

1. Neither the duty to defend nor the duty to indemnify shall arise where the damages and costs, if any, have resulted from the negligence, misfeasance or malfeasance of the College, its officers, employees or agents, provided, however, that such negligence, misfeasance or malfeasance took place after the execution of this Agreement.

2. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with the College.

3. If the College, its officers, agents or employees elects to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the Association, through counsel it selects after consultation with the College, does represent the College, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit.

4. The Association, in defense of any such suit, after consultation with the College, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article.

5. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the College, its officers, employees or agents under this section, after consultation with the College.

F. This Article shall be effective for each academic year of this Agreement and all sums payable hereunder shall be determined from the beginning of each academic year. Persons becoming members of the collective bargaining unit during the course of an academic year shall have their service fee prorated over the academic year.

G. Payroll deduction shall be pro rata over 20 pay periods of the academic year.

H. Ferris will have no obligation to deduct or remit the dues payable for the account of any bargaining unit member whose withholding authorization reaches the Payroll Office after the tenth (10th) day of the month.

I. The Association will certify at least annually to the College, fifteen (15) days prior to the date of the first payroll deduction for professional fees or service fees, the amount of said professional fees and the amount of the service fee to be deducted by the College, and that said service fee includes only those amounts permitted by the Agreement and by law.

J. Should the provisions of 2.6, Agency Shop, be found contrary to law as a result of a final decision from which no appeal is processed, and which is binding on the parties to this Agreement, the parties agree to meet on written request of either party to negotiate to bring Section 2.6 into compliance with any such final decision, such negotiations to be limited to the provisions of Section 2.6 and will not affect the terms and conditions of this Agreement which shall remain in full effect for the life of this Agreement.

2.7 Official Sessions: Local, State or
National Education Association Business

Representatives of the Association shall be entitled to attend official sessions of the Michigan Education Association Representative Assembly and other local, state or National Education Association business limited to a total of thirty-five (35) days per academic year, unless such attendance creates unreasonable programmatic difficulties. Such attendance will be on the basis of leave without pay.

2.8 Released Time for the Association President

Ferris and the Association agree that in order to facilitate smooth day-to-day operation of the Association and thereby improve relations with the administration, the President of the Ferris Faculty Association may be granted up to half-time leave without pay, unless such leave creates unreasonable programmatic difficulties.

The President may also request such unpaid leave in one or two-day increments; however, no more than two such requests may be filed in each academic quarter.

Requests under this section must receive the prior approval of the affected Department Head.

2.9 Aid to Other Collective Bargaining Agents

Ferris shall not aid, promote or finance any group or organization which purports to undermine the Association in its legitimate collective bargaining activities.

2.10 Non-Discrimination

The Employer and the Association both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of civil rights. Accordingly, both parties reaffirm by this agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, ancestry, age, sex, marital status, handicap, or Union affiliation.

2.11 Information

The Board shall make available in full text in the Library the following information and data:

A. Copies of minutes of official meetings of the Board of Control and the Annual Audited Financial Statement. Such documents shall be furnished within ten (10) days of approval by the Board of Control.

B. Copies of the "HEGIS" reports. Such documents will be furnished within ten (10) days after they are sent to the State Department of Education.

Section 3 - FACULTY RIGHTS

3.1 Just Cause

No bargaining unit member shall be reprimanded, disciplined, or reduced in either rank or compensation without just cause; neither shall any non-probationary bargaining unit member be discharged without just cause.

3.2 Rights of Probationary Faculty

A. A bargaining unit member may, upon initial employment, be required to serve a probationary period not to exceed five (5) years before becoming eligible for tenure.

B. Decisions regarding the employment status of probationary employees during their first three (3) years rests solely with the College. Decisions will be based on performance evaluation as more fully described below.

All probationary faculty shall be evaluated by the department head/director as soon as possible after the end of the first and second quarter of each probationary year. Whenever possible, probationers will be given specific notice of unsatisfactory performance, along with recommendations as to how to remediate the unsatisfactory performance so that there is an opportunity to remedy deficiencies. Probationary faculty members in their second or third years will be given at least one quarter's notice of unsatisfactory performance. A full quarter's notice may not be possible if a first-year faculty member is terminated during or at the end of the first year.

The parties recognize that there are occasions where circumstances occur which preclude any advance notice, and for which immediate termination is the appropriate remedy.

The College retains under this Article the right to use all methods of evaluation it deems appropriate, including but not limited to student evaluations and evaluation by other tenured department faculty. The specific method and procedures for evaluation of probationary faculty shall be promulgated by the Dean after consultation with tenured faculty within the school.

In the event of non-reappointment, notice will be given by March 15 of any year to take effect the close of the then current academic year. If, however, a non-tenured bargaining unit member is notified any time after March 15 of their third year that they will not be reappointed beyond the next year, they may appeal this decision to a review board. The decision of the review board must be made by March 15 of the next year. This review board shall be comprised of three tenured bargaining unit members chosen by the department/unit members, and two administrators, chosen by Ferris. The decision of the review board will be final and not subject to grievance review. In the case of the Library, the unit for purposes of this section shall be the bargaining unit members in the Library. In the case of the counselors and bargaining unit members assigned to the Admissions Office, the unit for purposes of this section shall be the bargaining unit members in the Admissions Office; for other bargaining unit members assigned to a school but not in a specific academic department of the school, the Dean of the school involved will appoint a committee of not less than three (3) tenured bargaining unit members in the school to serve as the review board.

Decisions will not infringe upon an individual's constitutional rights to free speech, press or assembly.

Decisions will not reflect the nature or extent of an individual's participation in the legal activities of the Ferris Faculty Association, as long as they are not in conflict with professional responsibilities.

Probationary faculty members who feel their treatment as probationary faculty was not in accordance with this section may grieve the matter under Section 8 of this agreement, but the matter may not be submitted to arbitration. Final appeal rights shall be to the President of the College

3.3 Attainment of Tenure

A. Each department/unit shall set procedures within the following guidelines. The tenured bargaining unit members of each department/unit shall be responsible for:

1. Determining the criteria for attainment of tenure.

2. Reviewing performance of non-tenured bargaining unit members in accordance with Paragraph (1) above.

3. Recommending granting of tenure.

During the fifth (5th) year of a bargaining unit member's employment, tenured members of the department/unit shall determine if the individual shall be recommended for tenure. A list of individuals recommended for tenure shall be sent to the President via the Department Head/Supervisor, Dean, and Vice President for Academic Affairs. Those individuals recommended for tenure shall be granted tenure by the President. Individuals not recommended for tenure shall be notified in writing with the reasons therefore. Individuals so situated may apply for tenure in subsequent years.

Non-recommendation for tenure shall not be used as a basis for terminating an individual's employment.

3.4 Representation and Professional Conduct

A. The College and the Association recognize a mutual responsibility for promoting professional conduct that encourages quality in the educational process thereby reflecting favorably upon the College. Breaches of professional conduct are subject to disciplinary procedure. Such breaches include but are not limited to: abuses of sick leave and other leaves, tardiness, willful deficiencies in professional conduct and/or performance, violation of College policies, regulations and administrative directions not inconsistent with the terms of this Agreement, and violation of the terms of this Agreement. Alleged breaches of professional conduct shall be reported promptly to the offending bargaining unit member.

B. Disciplinary action shall be defined as any oral warning, written reprimand, disciplinary probation or suspension.

C. A bargaining unit member shall be entitled to have present a representative of the Association at any meeting for any disciplinary action which involves disciplinary probation or suspension.

D. Whenever the result of a reprimand, or disciplinary action for any infraction of discipline, or delinquency in professional performance is reduced to writing, the findings and decisions of the Supervisor shall be filed in the bargaining unit member's personnel file and a copy thereof given to the bargaining unit member.

3.5 Access to Personnel Records

No more than one (1) official personnel record may be maintained for any member of the bargaining unit. Any member of the bargaining unit may examine their post-employment personnel record. Bargaining unit members shall have access to their record during normal business hours by appointment and may elect to be accompanied by a representative of the Association when the bargaining unit member examines it. Upon request and at the bargaining unit member's own cost, the bargaining unit member will be provided a copy of such post-employment records as requested.

No material originating after initial employment will be placed in a bargaining unit member's official personnel file unless the member shall receive a copy of the material. Subsequent to the date of this Agreement in the case of disciplinary information or performance evaluations, bargaining unit members will be given the opportunity to sign or initial the document before including the material in the file. Unsigned or uninitialed disciplinary information or performance evaluations may not be used in grievance procedures or disciplinary action unless the College can establish the bargaining unit member was given a copy or was given the opportunity to initial the material. An employee's signature or initials on such material does not necessarily imply agreement with the contents. The bargaining unit member may submit a written statement regarding any material, and the same shall be attached to the file copy of the material in question.

3.6 Past Practices: Educational Policy

The enumeration of certain rights and privileges of faculty members in this Contract shall not be construed to deny or diminish rights, privileges, and responsibilities of faculty members to participate in the recommendation of educational policy within the College and its schools, except as provided in this Agreement.

To insure adequate faculty participation provision shall be made by the Association for the establishment of appropriate faculty forums on significant issues as the need arises. All recommendations regarding faculty rights, privileges and responsibilities may be referred to such forums by the Association.

The Association may raise for discussion, with faculty and administration, issues of concern to faculty including the adoption of new educational policies.

Proposed changes in and additions to institutional policy affecting faculty shall be presented prior to implementation for review by the faculty, except where extraordinary circumstances prevent such prior review. If there are extraordinary circumstances which prevent prior review, the policy will be effective tentatively for the next quarter during which time faculty review will take place.

3.7 Fee Waiver

It is the intent of Ferris to recognize that members of the bargaining unit are encouraged to attend cultural and athletic events at the College and that admission charges, if any, should recognize their unique status. Retired bargaining unit members will be treated the same as current bargaining unit members under this section.

3.8 Tuition Waiver

All bargaining unit members may take Ferris course offerings and have the regular fees for such courses waived provided that not more than two (2) courses (or eight (8) credit hours) are taken during the quarters in which the member has academic responsibilities. Retired bargaining unit members may take Ferris courses without limitation as to number and credit hours, and have the regular fees for such courses waived. Enrollment in courses under this section is permitted, provided space is available and students of the College are not being displaced or denied a seat in a class.

Section 4 - ADMINISTRATIVE RESPONSIBILITIES

4.1 Administrative Responsibilities

It is the responsibility of Ferris to fulfill the role and mission of the College stated in the Ferris State College Role Statement. In fulfilling its role and mission:

A. Ferris, on its own behalf, hereby retains and reserves unto itself, without limitation except as herein provided; all power, right, authority, duties, and responsibilities conferred upon and vested in it by laws and the constitution of the State of Michigan, and of the United States, including, all of the customary and usual rights, powers, functions and authority of management.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by Ferris, the adoption of reasonable policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the constitution and the laws of the State of Michigan and the Constitution and laws of the United States.

Section 5 - SENIORITY

5.1 Definitions

A. For full-time Board-appointed Ferris State College bargaining unit members, seniority shall be defined as length of continuous service from the actual date the employee was scheduled to report for bargaining unit work.

B. For Board-appointed part-time bargaining unit members who have been employed for at least one-half of the average load for their department, seniority shall be defined as length of continuous service from the actual date the employee was scheduled to report for bargaining unit work.

C. As between any two or more employees who have the same seniority date, seniority shall be determined as follows:

1. If the employees' seniority date is prior to June 30, 1984, the tie shall be broken based on the dates of issuance of their initial contracts. Order among the tied group shall be from highest to lowest with the employee with the earliest issued contract being highest.

2. If the employees' seniority date is after June 30, 1984, the tie shall be broken by using the last four (4) digits of the affected employees' Social Security numbers. Order among the tie group shall be from highest to lowest in the same order as their Social Security numbers.

D. All provisions of Section 5 regarding seniority shall have no application with respect to probationary and tenure matters as specified in Sections 3.2 and 3.3.

5.2 Change in Employment Status.

A. For the purpose of seniority, both paid and unpaid leaves of absence shall be considered as continuous employment.

B. A bargaining unit member who accepts a grant position on either a full or part-time assignment shall retain his/her bargaining unit status and shall continue to accrue seniority.

C. A bargaining unit member who accepts a part-time position and who is not otherwise excluded from the bargaining unit pursuant to Section 1.3 of the agreement, shall continue his/her bargaining unit status and shall continue to accrue seniority while occupying such position.

D. A bargaining unit employee who leaves employment with the College and subsequently is rehired shall be considered a new employee without seniority. Thereafter, upon serving two additional consecutive years with the College, the employee shall have his seniority recalculated and a new seniority date established giving credit for his prior seniority up to the time he left the College's employ.

5.3 Loss of Seniority

Seniority shall be lost and if applicable, an employee's name removed from the preferred hiring list, if an employee:

- (a) Resigns
- (b) Retires
- (c) Is discharged for just cause or otherwise lawfully terminated
- (d) Rejects in writing an offered position which is at least the same rank and salary as the position held by the employee immediately prior to retrenchment, or if the employee does not respond in writing within thirty (30) calendar days after being offered in writing such position.

5.4 Administrative Seniority

Administrative seniority will be determined as specified in Section 5.6, below.

5.5 Seniority List(s)

A. Grandparenting/adjustment of current list(s).

1. The College shall prepare a seniority list for all employees who are members of the bargaining unit as of June 30, 1984.

2. For preparation of this list, each bargaining unit member's seniority shall be the date indicated on the written report issued by the College during the fall quarter of the 1983-84 school year, with the exception that those member's whose seniority does not reflect cumulative years of service, whether broken or unbroken, excluding time away from the College, shall have their seniority recalculated and a new seniority date established giving credit for such time.

3. For preparation of this list years of service shall mean length of full-time employment in a professional position with the College, whether temporary, grant or regular employment.

4. The seniority list shall be transmitted to the Association on or before November 1, 1984.

5. The Association shall have 60 working days after the transmittal of the seniority list to raise any objections it may have to the composition of the seniority list. If any objections are raised, a meeting shall be held between the College or their designee(s) and the Association to attempt to reconcile the seniority list.

6. In the event that there are disputes regarding the composition of the seniority list that are not resolved in 5 above, the unresolved issues shall be subject to the grievance procedure.

B. Once the seniority list has been established in the above manner, it will be altered only by additions and/or deletions consistent with the provisions of Paragraphs 5.1-5.4 of this section.

C. After June 30, 1984, bargaining unit employees who begin their employment with the College as faculty on part-time assignment (non-bargaining unit only) or as temporary and/or grant supported faculty shall not accrue seniority while occupying such positions.

5.6 Seniority Units

A. Each member of the bargaining unit shall be assigned to a seniority group based on the original position for which employed and/or to which specifically assigned at a later date in accordance with departmental procedures. In the event that a bargaining unit member transfers to another seniority unit he/she shall retain but not accumulate seniority in the seniority group from which transferred. A bargaining unit member transferred to another seniority group, excluding transfers that result from administrative reorganization or the abolition of a specific course or curriculum shall earn seniority credit in the seniority group to which transferred at a rate of two (2) years credit for each one (1) year of service, until such time as his/her cumulative seniority credit is equal to his/her seniority as defined in Section 5.1A of the agreement. Thereafter, the bargaining unit member shall earn seniority credit at a rate of one year credit for each year of service.

B. Administrators who elect to transfer to a position within the bargaining unit shall also serve two (2) years within the seniority group to which they have transferred, except that the two (2) year period for seniority vesting will not apply to academic Department Heads employed as such prior to this agreement who have taught at Ferris State College at least the equivalent of one (1) year full-time in the discipline into which they are transferring. Following termination of the two (2) year period the transferee shall have full seniority rights in the department to which transferred.

C. Seniority groups shall not be created, merged or deleted prior to discussion with the affected faculty and their Association representative.

5.7 Changes and Transfers

With the consent of Ferris, an administrator may seek to transfer into the bargaining unit, or a bargaining unit member may seek to transfer from one school or department to another, to fill a vacant position, or without losing benefits under the collective bargaining agreement, provided he/she meets all the necessary qualifications for the positions to which he/she is seeking to transfer. The credentials and qualifications of an individual seeking transfer will be reviewed and evaluated by the available members of the receiving seniority group for use by the Department Head and Dean in making their decision on the qualifications of the person seeking to transfer.

Section 6 - TEACHING CONDITIONS

6.1 Professional Responsibilities

A. Ferris State College and the Association agree that the primary professional responsibilities of bargaining unit members are teaching and the provision of counseling, library, and other educational services.

B. Further, Ferris and the Association agree that members of the bargaining unit have professional responsibilities which may include advising students; orientation; registration of students; participation in College committees; keeping regular posted office hours, which are scheduled at times convenient for students; and participation in traditional functions which have unique academic significance. Faculty members shall not be asked to spend an excessive or unfair amount of time on such services.

C. It is also agreed that the nature of Ferris as an educational institution is such that the performance of teaching faculty duties extend beyond classroom responsibilities and cannot be restricted to a fixed amount of time or points in time. Therefore, this Agreement shall not be construed either to require a specific number of hours of service to the College, nor to give any bargaining unit members the right to additional compensation based on the number of hours of service performed, except as elsewhere provided in this Agreement.

D. Subject to the satisfactory performance of academic and/or professional duties, bargaining unit members may engage in other activities for financial consideration that do not conflict with professional duties, providing, however, that prior permission to engage in duties that might reasonably impinge upon professional and/or academic duties is first obtained.

6.2 Work Load

A. Bargaining unit members' work loads in effect at the time this Agreement is signed shall continue for the duration of the Agreement, provided that the College may change work loads for the benefit of the College, the student body, or the faculty, in which case the individual member affected may request review of the change in accordance with the procedures set forth in Section 3, C and D below.

B. Ad Hoc Workload Review Committee

The Ad Hoc Workload Review Committee shall be comprised of two members of the Association's Negotiating Committee and two members of the College's Negotiating Committee. In the event one of the members of the committee is unable to serve, a replacement shall be appointed by the College or the Association, whichever is applicable.

Bargaining unit members who feel their workload for any particular quarter is excessive shall file a Request for Review with the Committee explaining the reasons they perceive their load is excessive. Such Request must be filed within two weeks of the time the problem is perceived to exist. Following receipt of the Request, the Committee shall meet with the bargaining unit member and with such other persons as it may deem appropriate.

Within two weeks of receipt of the Request, the Committee shall file a report including recommendations regarding the Request with the Vice President for Academic Affairs. Within one week of the Committee's report, the Vice President for Academic Affairs or his designee shall issue his decision. If the bargaining unit member's load for the quarter is determined to be excessive, the Vice President shall fashion an appropriate remedy to make the bargaining unit member whole.

If the bargaining unit member is dissatisfied with the decision of the Vice President for Academic Affairs, he/she may process his/her complaint under Sections C or D below, whichever is appropriate.

C. Bargaining unit members who feel their work load is unreasonable or inequitable compared to other members of the same seniority group, may request a review by a committee of three (3) permanent members in the same department elected by all department members. If the committee concurs with the allegation, a written report will be sent to the Dean (with a copy to the Vice President for Academic Affairs) who will make reasonable effort to make adjustments in light of the report.

D. Any bargaining unit member who believes his/her work load is unreasonable as compared to other seniority groups at Ferris and/or other institutions of higher education after reviewing the matter with the appropriate Department Head may petition the Dean of his/her school to review his/her work load. The Dean shall, within twenty (20) days, make a written response to the request. If the member is dissatisfied with the response, he/she may request a review of his/her work load by a special committee formed in the following manner:

1. one administrator from outside the school involved;
2. one bargaining unit member selected by the Faculty Association from outside the school involved;
3. two administrators from within the school;
4. two bargaining unit members selected by tenured members from within the department involved.

This committee shall study the work load of comparable disciplines in other institutions of higher education and/or at Ferris as appropriate and using data appropriate to FSC, make a written report, including recommendations, to the Vice President for Academic Affairs. Such written report shall be made within three (3) months of the initial request for review. The Vice President for Academic Affairs shall consider the recommendations and advise the bargaining unit member who requested the review and the members of the committee of the basis of the disposition of the recommendations received from the committee. Any changes to be made as a result of the review process and subsequent decision of the College shall be implemented by the College by the beginning of the next academic year at the latest, unless the parties mutually agree to an extension of this deadline.

E. The question of whether the committee has made a reasonable effort to collect applicable information upon which to base its report under 6.2.C and the question of whether the committee has made a reasonable effort under 6.2.D may be grieved in accord with provisions set down in Section 8 of this Agreement, but the decision of the Dean regarding adjustments under 6.2.C or decisions of the College regarding the disposition of recommendations under 6.2.D shall not be grievable or arbitrable under Section 8.

F. The report of the committee together with the decision of the Dean under Section 6.2.C and the report of the committee together with disposition of recommendations under Section 6.2.D shall be made public and will be available in full text in the office of the Vice President for Academic Affairs and the Library.

6.3 Academic Freedom

A. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of other academic duties; but research for pecuniary return using college facilities should be based upon an understanding with the authorities of the institution.

B. Bargaining unit members are entitled to academic freedom in the classroom in discussing their assigned subjects and disciplines, and should alert their students to the various scholarly views related to those subjects, and avoid presenting totally unrelated material.

C. The concept of freedom should be accompanied by an equally demanding concept of responsibility. College or university teachers are citizen members of a learned profession, and officers of an education institution. When they speak or write as citizens, they should be free from institutional censorship or discipline. As persons of learning and educational officers they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not an institutional spokesman.

D. The above shall be construed to mean that no limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the normal instructional activities.

E. As a component of academic freedom, bargaining unit members are responsible for decisions regarding the classroom instruction of students, in accordance with departmental procedures.

6.4 Department/Unit Procedures

A. In an effort to foster greater understanding and cooperation between bargaining unit members and administration and to promote the principle of participative management, Ferris State College and the Association agree to involve bargaining unit members in the decision-making process regarding matters of departmental/unit concern by soliciting the views, opinions, and recommendations of a majority of the available members of the affected seniority units in concerns such as:

1. Course and curricular offerings;
2. Preparation, appraisal and revision of course, curricular, and departmental objectives;
3. The scheduling of courses and teaching assignments, including off campus and summer sessions;
4. The utilization of budget funds;
5. Internal functioning and overall effectiveness of the department;
6. Employee working conditions and work loads; and
7. Input regarding layout arrangement or location of dangerous equipment in affected work areas and opportunity for review and evaluation of written safety notices which are required to be posted.

B. During the 1984 negotiations the College reaffirmed its commitment to participatory management as set forth in this section. However, both parties recognize that there may be occasions due to administrative oversight where the College fails to solicit the bargaining unit's views prior to decisions being made. The parties also recognize that there are occasions where time constraints preclude continual discussion and/or, in some cases, discussion at all.

C. Taking the above factors into consideration, if a majority of the bargaining unit members in a department (or school if a dean is involved) believe that a department head is not abiding by the spirit of participatory management as set forth in this section and have discussed their concerns with the department head, the group affected may request the next College administrator in the chain of command, up to the Vice President for Academic Affairs, to meet with the affected faculty, hear their concerns, and evaluate the department head's ability and/or willingness to abide by the spirit of this section. This process may be repeated up through the President's level.

D. While the College strongly subscribes to the philosophy of participatory decision making, any administrator's failure to comply with the requirements of this section shall not be reason to overturn any final decision, and the authority of any arbitrator shall be limited accordingly.

E. Both parties recognize that in day-to-day administration of all the above matters, situations may arise wherein decisions must be based on the available information. Nevertheless, every effort will be made to observe the above principles with the understanding that very seldom is a permanent irrevocable decision made that is not capable of refinement or modification.

6.5 Summer Quarter Employment

A. Summer quarter employment for regular course offerings shall be based on a rotation list within each department program or discipline. Regular courses are courses that are listed in the College catalog and offered during the normal three-quarter academic year. Included are courses intended for students enrolled in programs at Ferris State College which are used to meet graduation requirements.

B. During winter quarter of each year teaching faculty shall make a formal indication of availability and interest in teaching summer school.

1. Faculty who respond in the negative will not be considered for summer employment that year, but maintain their position on the rotation list.

2. Faculty who respond in the affirmative have until twenty (20) school days before commencement to decline employment without prejudice to their position on the rotation list.

Requests to decline employment, after twenty (20) school days before commencement, without prejudice to position in rotation which are made for professional reasons or reasons of health will be considered on their merit.

C. No bargaining unit member shall be required to accept less than a full load. Bargaining unit members declining less than a full load shall remain in place on the rotation list.

D. Each bargaining unit member shall have the opportunity to accumulate the equivalent of a full load before starting over in the rotation list.

E. Salary for teaching regular course offerings, registration and advisement shall be based on the following:

1. Salary for full load summer employment shall be based on 30% of the bargaining unit member's three-quarter salary.

2. Salary for less than a full load shall be based on a pro rata portion of full load salary.

6.6 Candidate Evaluation

The quality of education depends on the qualifications of the staff. Therefore, in connection with the selection of candidates for employment in bargaining unit positions, existing bargaining unit members within a department/unit who are available shall be invited to:

- A. Review credentials of candidates.
- B. Interview candidates.
- C. Evaluate candidates.
- D. Submit a list of acceptable candidates to the dean. The dean shall either fill the vacancy(ies) from the list submitted by the department/unit or institute a new search.

The review of candidates shall be conducted in accordance with procedures and policies adopted by the respective schools of the College. The final decision regarding employment of candidates shall be reserved to the College.

6.7 Faculty Evaluation

Both the College and the Association recognize the importance of a systematic method of faculty evaluation in the spirit of continually improving instruction at Ferris State College. It is recognized that there are many components to be considered when evaluating faculty and these components are best determined by the faculty. To introduce an effective system for faculty evaluation at Ferris State College the matter of faculty evaluation shall be remanded to the RFAC for discussion, study, review and recommendation to the faculties of the various schools, the deans, and the Vice President for Academic Affairs.

Until such time as the faculty evaluation system recommended by the RFAC is approved by the faculties of the various schools, the deans, and the Vice President for Academic Affairs, present policies and procedures will remain in effect.

Section 7 - RETRENCHMENT

7.1 Definition

Retrenchment is defined as a reduction in the number of faculty in any curriculum area, department or seniority group provided, however, that transfers under Section 5.6 shall not be deemed retrenchment as defined in this Section.

7.2 Retrenchment Other Than Layoff

Retrenchment may first be accomplished through natural attrition, resignation, retirement, early retirement in accordance with the terms of this Agreement. The College shall notify the Association that retrenchment through attrition is taking place.

7.3 Retrenchment by Layoff

A. In the event additional retrenchment is planned, which cannot be handled totally by attrition, the Association shall be notified and the Vice President for Academic Affairs will refer the matter for review, discussion, and recommendation to the following: Affected departments, the executive committee of the Educational Planning Committee, and the executive committee of the Representative Faculty Advisory Council. Each of the above bodies shall return recommendations within 60 days of notification to the Vice President for Academic Affairs regarding the need, the scope and the timing for such retrenchment. The final decision rests with the Vice President for Academic Affairs.

The Vice President for Academic Affairs will meet and discuss with the Association, the contemplated retrenchment. Such discussions will focus on ways, if any, to avoid the contemplated retrenchment and may include such topics as retraining, transfers, sabbaticals and/or retirements for affected bargaining unit members, or delays in the implementation of retrenchment.

B. In connection with retrenchment other than by attrition, the following order among bargaining unit members, by seniority group (as defined in Section 5.6) shall be utilized.

1. Temporary part-time
2. Temporary full-time
3. Regular part-time
4. Regular full-time non-tenured bargaining unit members
5. Regular full-time tenured bargaining unit members

C. With respect to the application of item B above, retrenchment shall be made in inverse order of length of seniority group seniority.

7.4 Notification

Bargaining unit members who are to be laid off because of retrenchment shall be afforded advance written notice of such layoff based on length of service. A bargaining unit member retrenched after:

A. One, two or three years of service shall be notified by February 1 of the first, second or third year as appropriate.

B. Four or five years of service shall be notified by October 1 of the fourth or fifth year as appropriate.

C. More than five years of service shall be notified by May 1 of the year preceding the last year of employment.

7.5 Retrenchment Benefits

A. Any tenured employee on retrenchment by layoff shall have his insurance benefits under Section 12.3 continue to the end of the month in which the layoff actually occurs (May, if at the end of the normal school year) and for the following twelve (12) months.

This twelve month payment shall apply even if the retrenched employee continues to work for the College in a faculty position on a partial basis.

Thereafter, for retrenched employees who work for the College in a faculty position on a partial basis, the College shall contribute an amount towards each fringe benefit proportionate to their assigned workload each quarter.

B. A bargaining unit member who during the term of this Agreement separates from the College's employment due to retrenchment shall be paid fifty (50) percent of his/her accumulated sick leave up to a maximum of one-hundred (100) days. Such compensation will be made at his/her rate of pay at the time of retrenchment. Such pay out will occur on or after the beginning of the quarter when the retrenched faculty person is no longer engaged in active employment for the College. If the bargaining unit member is recalled he/she shall have the option of either repaying his/her sick leave payout and having his/her accumulated sick leave reinstated or of commencing with no accumulated sick leave.

7.6 Recall

A. A bargaining unit member who is retrenched after five (5) years of service shall be placed on a preferred rehiring list for three (3) years and shall retain all prior accrued rights up to the date of placement on that list. A bargaining unit member who is retrenched after less than five (5) years of service shall be placed on the preferred rehiring list for two (2) years. No new person, whether full-time, part-time, temporary or grant supported, will be hired to fill a vacancy at Ferris State College in the seniority group of a retrenched person on the preferred rehiring list nor will overloads be offered, unless the vacancy first is offered in writing to all such qualified persons on the list, for recall in reverse order of placement thereon, for a period of thirty (30) calendar days.

B. In the event any bargaining unit members are recalled in accordance with the provisions of Section 7.6A above, they shall receive at least the same rank and salary which they had when they were retrenched. In addition, they shall retain all sick leave accumulations, credits for tenure, and sabbatical leave; furthermore, they shall not be considered a new employee for purposes of fringe benefits provided for in this Agreement.

7.7 Other Placement

A. The Administration shall make every effort as described in this section to place affected bargaining unit members in another suitable vacant position within the bargaining unit. Attempts to place retrenched faculty shall include a conference between the affected bargaining unit member and the Vice President for Academic Affairs within 30 days of the College's decision to retrench, to discuss:

1. The affected employee's experience, credentials and qualifications, and to explore vacant bargaining unit work assignments consistent with the employee's experience, credentials and qualifications.

2. The possibility of a Retraining Sabbatical as described in Section 7.8.

The College will also send a copy of all notices of vacancies that arise in bargaining unit positions to the Association President. In addition, the College will, for informational purposes, mail notices of vacancies that arise in bargaining unit positions to members of the bargaining unit who have been provided advance written notice of retrenchment and retrenched bargaining unit members on the preferred rehiring list. However, failure of the College to comply with this requirement to mail notices of vacancies to such individuals shall not be subject to the grievance procedure.

8. A bargaining unit member who is retrenched may apply to fill any vacancies that arise in bargaining unit positions for which he/she is qualified. Retrenched bargaining unit members on the preferred rehiring list and members of the bargaining unit who have been provided advance written notice of retrenchment, should they choose to apply for the vacancy, will be evaluated pursuant to section 6.6 of the agreement prior to the College advertising the position outside the College. In the event a retrenched person is selected to fill such a vacancy, he/she shall be issued a one-year temporary contract which may be reissued by the College for up to an additional one year period. During the period the retrenched person is employed on a temporary contract, he/she will continue to accumulate seniority in the seniority group from which retrenched. On or before one month prior to the expiration of a retrenched person's employment on temporary contract, the College shall notify him/her of its decision to:

1. Disqualify the person from consideration for a board-appointed position to fill the vacancy. In such case, the bargaining unit member shall revert to his/her previous retrenchment status.

2. Offer the person a board-appointed position to fill the vacancy. If the offer is accepted by the bargaining unit member, he/she shall be credited with seniority in the seniority group in which the vacancy existed at a rate of two years credit for each one year of service from the date he/she was initially employed on a temporary contract until such time as his/her cumulative seniority credit in the seniority group is equal to his/her seniority as defined in Section 5.1A of the agreement. Thereafter, the bargaining unit member shall earn seniority credit at a rate of one year for each year of service.

The final decision regarding employment of such retrenched bargaining unit members in board-appointed positions shall be made in accordance with the provisions of Section 6.6 of the agreement.

7.8 Retraining Sabbatical

Tenured bargaining unit members notified of retrenchment or retrenched shall be eligible for a retraining sabbatical. The affected bargaining unit member shall prepare a proposal that describes the education/work related program intended. The proposal shall be submitted to the Vice President for Academic Affairs for review. If the Vice President believes the proposal has merit in retraining the affected employee for a bargaining unit vacancy, it shall be granted.

Retraining Sabbaticals shall be governed by the regular Sabbatical guidelines as far as duration and level of pay. However, retraining sabbaticals shall only be granted when connected with retrenchment and shall not be considered under Section 9.5 of this Agreement.

Section 8 - GRIEVANCE PROCEDURE

8.1 Definition - Grievance

A. A grievance is an alleged violation of a specific article or section of this Agreement.

B. A grievance may be initiated by one or more bargaining unit members and must be signed by all grievants, and the conclusion of the grievance shall be applicable to all grievants.

C. A grievance may be initiated by the Association when the Association's specific rights, as distinguished from the rights of the individual members of the Association, under this Agreement have been violated.

D. A grievance affecting a substantial number of bargaining unit members may be consolidated and brought forth as a single grievance by the Association. In such cases all grievants must be identified and the conclusion of the grievance shall be applicable to all such grievants.

8.2 Definition - Day

Only for the purpose of the grievance, a day shall mean calendar days (excluding holidays, including Christmas break, as defined by this Agreement and Saturdays and Sundays) and shall not include the day on which the grievance is presented or appealed or is returned by Ferris.

8.3 Flow

A. The purpose of this article is to provide a prompt and efficient procedure for investigation and resolution of grievances. The review processes hereinafter set, therefore, shall be the sole methods for the resolution of grievances. All time limits will be adhered to, except where changed by mutual agreement. It is the intention of the parties to expedite the handling of grievances that otherwise extend beyond the quarter or academic year if all facts pertaining to that grievance are known by both parties. If such facts are not known to other parties, or if the parties are unavailable, the time limits will be extended until the commencement of the following quarter.

B. A grievance not advanced to the next higher level within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the answer most recently given it. Lack of timely response by Ferris at any stage will serve to advance the grievance to the next higher step if the grievant so desires and signifies the desire by written notice to this purpose; but in no event does such lack of response give rise to further grievance.

C. The grievant may withdraw a grievance at any time.

D. Any grievance, which occurs during the term of this Agreement and is commenced according to the terms of the grievance procedure within ten (10) days of the termination of this Agreement, shall be processed through the grievance procedure to final resolution.

E. The College and the Association may mutually agree to skip steps of the grievance procedure.

8.4 The Grievance Procedure

Step 1-A

Within ten (10) days of the time a grievance might reasonably be known to exist, the aggrieved member of the bargaining unit shall discuss the grievance with the Department Head, or immediate Supervisor, either with or without a representative of the Association at the grievant's election.

Step 1-B

In the event the grievance is not resolved in Step 1-A, it shall be reduced to writing and signed and presented to the Department Head, or immediate Supervisor, within five (5) days of the discussion on Step 1-A, and shall set forth the specific acts that constitute the basis for the grievance and identify the specific language of the Contract that is claimed to have been violated by those specific acts.

The Department Head or immediate Supervisor shall communicate a decision in writing to the grievant as promptly as possible, but no later than five (5) days after the grievance has been received.

Any settlement, withdrawal, or other disposition of a grievance at this Step shall not constitute a binding precedent in the disposition of similar grievances.

Step 1-C

Only applicable to grievances arising under paragraph 8.1-C. Within ten (10) days of the time a grievance might reasonably be known to exist, the Association shall discuss the grievance with the Assoc. V.P. of Personnel/Labor Relations. In the event the grievance is not resolved, it shall be reduced to writing, signed and presented to the Office of the Assoc. V.P. of Personnel/Labor Relations within five (5) days of the discussion. The written grievance shall set forth the specific acts that constitute the basis for the grievance and identify the specific language of the Agreement that is claimed to have been violated by those specific acts.

The Assoc. V.P. of Personnel/Labor Relations shall communicate a decision in writing to the Association as promptly as possible, but not later than ten (10) days after the grievance has been received.

If the grievance is not resolved at this Step, the grievance shall be moved to Step 1 by reducing it to writing and filing it with the Office of the President.

Step 2

In the event the grievance is not resolved at Step 1, it shall be reduced to writing for presentation to the Dean of the School, or where appropriate, the next equivalent supervisor, within ten (10) days after the decision of the Department Head or immediate Supervisor. The written grievance must be signed by the aggrieved bargaining unit member, and shall state the specific acts or conditions and the provisions of this Agreement on which the grievance is based, and the reasons the proposed resolution of the grievance at Step 1 is not satisfactory. The Dean or next level Supervisor shall meet with the grievant, and if the grievant wishes, with a representative of the Association. The decision at this Step shall be written and communicated to all persons concerned as promptly as possible, but not later than ten (10) days after receipt of the grievance.

Step 3

In the event the grievance is not resolved at Step 2, the decision may be taken to Step 3. Within ten (10) days after the decision in Step 2, the grievance may be submitted to the Office of the President. This written submission must be signed by the grievant, and shall include a copy of the initial grievance, the recommended disposition at each proceeding level and the reason the grievant considers the disposition to be unsatisfactory.

Following this submission, no more than ten (10) days shall elapse before a meeting is held between a representative of the Association and the Office of the President. The Office of the President shall answer the grievance, in writing, within ten (10) days from the date of the meeting at which the grievance was discussed.

Step 4

If the Association is not satisfied with the disposition of the grievance by the Office of the President, the grievance may be submitted to arbitration by notifying the Office of the President or his designee of appeal to arbitration within twenty (20) days (four (4) weeks) after receiving the College's Step 3 answer.

In an effort to expedite the arbitration process, the parties agree to mutually select arbitrators for all arbitration cases from the following list of five mutually-satisfactory arbitrators:

Professor Sol Elkin
Dr. Keith Groty
Leon J. Herman
Richard C. Kanner
Professor George T. Roumell

In addition, the parties agree that Mario Chiesa is a mutually-satisfactory alternate arbitrator. On any grievance, either party may substitute the alternate arbitrator for one of the five arbitrators from the above list provided that the party indicates its intent to do so prior to the commencement of the selection process. If the parties both indicate an intent to substitute the alternate arbitrator on a grievance, the party who did not make the most recent substitution shall be permitted to make the substitution.

The parties shall select the arbitrator to hear the grievance by alternately striking one name from the list. Determination of who strikes the first name will be by the flip of a coin. The name remaining shall be designated to hear the grievance.

On the anniversary date of the contract each year, the parties shall meet to review the list of arbitrators if either party so requests. At this time each party shall have the right to remove one arbitrator's name from the list. In such event, the first vacancy on the list shall be filled by the mutually-satisfactory alternate arbitrator. Replacement(s) for a second removed arbitrator, if applicable, and/or the alternate arbitrator, shall be mutually selected by the parties.

The parties agree that the Arbitrator and the arbitration shall be subject to the following:

1. The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The decision of the Arbitrator, within the scope of his authority, shall be binding upon the parties.

2. The cost of arbitration shall be borne equally by both parties. Expenses for witnesses, however, shall be borne by the party who calls them.

3. It shall be the responsibility of the Arbitrator to render a decision within thirty (30) days of the closing of the case.

4. Only one (1) grievance shall be presented to an Arbitrator in any one (1) hearing, unless the grievances are on the same subject or unless the parties mutually agree to combine grievances on different subjects for the same Arbitrator.

5. The withdrawal or settlement of grievances by the Association and the settlement of grievances by the College shall be without prejudice to either party.

6. The Arbitrator shall conduct the hearing in accordance with the Labor Arbitration Rules of the American Arbitration Association.

Section 9 - LEAVES OF ABSENCE - PAID

9.1 Sick Leave - Short Term

A. One-half day per biweekly pay period accrues to each member of the bargaining unit as sick leave. The maximum sick leave that can accrue is two hundred (200) working days. Sick leave is herein defined as any regularly scheduled working day, or part thereof, lost due to illness, medical examination or treatment, dental examination or treatment, optical examination or treatment. The College has the right to require substantiation of the reason for this absence in cases of suspected abuse of the sick leave program. Conduct inconsistent with the use of sick leave shall, at the option of the College, be treated as an unpaid leave of absence or may result in disciplinary action.

B. Sick leave of up to three (3) full days (or up to five (5) days upon written notification) may be used due to a spouse's childbirth, adoption, or the serious illness of spouse or child. Extensions may be made in proper cases.

C. A bargaining unit member granted sick leave of absence upon a verbal request, or one made on his/her behalf by another, shall at the first reasonable opportunity under the circumstances presented, support such request with an application in writing together with such evidence of need for leaves as the College may request.

D. The College may require a doctor's certificate or other satisfactory evidence that bargaining unit members have fully recovered and are able to perform all the elements of their job prior to returning such employees to work, or to determine if such employees continue to be ill or disabled for the purpose of continuing a leave of absence.

E. It is the intent of Ferris in instances of critical illness or serious injury, to advance sick leave for a regular employee up to a maximum of ten (10) or thirteen (13) days depending upon the term of employment; and that when it is apparent an unusual situation requires special handling, an additional ten (10) or thirteen (13) days as is appropriate may be advanced if in the judgment of the College, the employee will return to the employ of the College on recovery; further, the College may continue salary under conditions of a "catastrophe policy" for a very severe injury up to eight weeks. Such funds to be reimbursed to the College in the event there is an insurance settlement involved.

9.2 Sick Leave - Long Term

Bargaining unit members on extended sick leave shall, upon return to work, be employed on their regular job or one comparable to it provided the above requirements are met. Bargaining unit members shall provide reasonable notice to the College when ready and able to return to work.

9.3 Sick Leave - Separation

A. Bargaining unit members who separate from the College service because of permanent disability shall be paid for all accumulated sick leave. Such compensation will be made at their current rate of pay. In the event of death, fifty (50) percent of the cash value of unused sick leave bank, computed at the bargaining unit member's current rate of pay, will be paid to their estate or beneficiaries.

B. A bargaining unit member who during the term of the Agreement separates from the College's service due to age and service requirements under the Michigan Public School Employees' Retirement Act shall be paid fifty (50) percent of his/her accumulated sick leave up to a maximum of one hundred (100) days. Such compensation will be made at his/her rate of pay at the time of retirement.

9.4 Bereavement Leave

A bargaining unit member shall be granted up to four (4) days bereavement leave for the death of a parent, spouse, child, brother, sister, grandparent, grandchild, mother-in-law, or father-in-law, or any near relative who resides in the same household with the bargaining unit member or any person with whom the bargaining unit member has made his/her home. The actual four (4) days to be granted shall be such as will accommodate the reasonable needs of the faculty member involved. Bereavement pay is meant to compensate an employee who needs to be off work because of the death of a member of his/her immediate family. Time off will be granted only when it is consistent with this purpose; but the leave may be extended when circumstances require it.

9.5 Sabbatical Leave

A. Sabbatical Leave is designed to encourage bargaining unit members to pursue special studies, investigations, and research that will contribute to their professional development and competence and render the recipients more useful to Ferris State College in their professional endeavors. Sabbatical leave is an investment in the future of higher education and is granted with equal consideration given to the needs and aims of Ferris State College and the professional development of the individual.

B. A bargaining unit member shall become eligible for Sabbatical Leave after continuous full-time service of a minimum of six (6) regular school years, excluding summers, or after continuous full-time service of a minimum of six (6) calendar years, whichever applies as determined by the conditions of the bargaining unit member's annual employment agreement. A recipient of a Sabbatical Leave shall become eligible for a subsequent Sabbatical Leave only after fulfilling the above requirements again, with time of service being calculated from the date of return to duties at Ferris State College. The duration of a prior Sabbatical Leave granted to an individual shall not be used to determine eligibility for application of a subsequent leave.

C. The period of Sabbatical Leave shall be determined in each instance by the validity of the request of the applicant and the needs and resources of Ferris State College. Sabbatical Leaves may be granted for periods of one, two, three or four quarters but shall in no case exceed the period of time for which the applicant is regularly appointed. Under special circumstances, determined by the needs of the applicant and the interests of Ferris State College, a Sabbatical Leave of two or more non-consecutive quarters may be granted insofar as the total period of time on leave does not exceed the period of time for which the applicant is regularly appointed.

D. Each school shall elect a Sabbatical Review Committee, which shall consist of at least three (3) bargaining unit members or one (1) bargaining unit member from each department/unit elected by the members of that department/unit, whichever is greater. The Admissions group counselors, educational counselors and librarians as set forth in Section 1.3 shall be deemed a unit for purposes of this Section and will be entitled to elect one (1) bargaining unit member from the unit to serve on the All College Sabbatical Review Committee established in paragraph F of this Section. The Sabbatical Review Committee shall publish the guidelines it follows to rank order sabbatical leave requests.

The faculty member will consult with the Department Head/ Supervisor, during development of a Sabbatical Leave proposal that is in keeping with the faculty member's interest and aspirations and is consistent with the goals and objectives of the particular department/unit involved. Applications requesting Sabbatical Leave shall be submitted to the bargaining unit member's School Sabbatical Review Committee and a copy shall be given to the bargaining unit member's Department Head/Supervisor on the official form of Ferris State College, on or before October 15 of the year preceeding the academic year in which the leave is being requested. The application form shall, in addition to other pertinent data, contain adequately detailed plans of the scope of the proposed professional activities for the period of the Sabbatical Leave, including potential remuneration. The School Sabbatical Review Committee shall:

1. Evaluate applications against published committee guidelines.
2. Rank order the sabbatical requests which have met the sabbatical leave application guidelines published by the Vice President for Academic Affairs.

3. Forward the rank order list to the Dean by December 1.

4. Give a written explanation to any bargaining unit member whose request is not recommended.

E. The Dean, in consultation with the Department Head/Supervisor, shall review the rank list and may make deletions. The Dean will give a written explanation to any bargaining unit member whose request is deleted from the list at this level. The Dean shall forward this list to the All College Sabbatical Review Committee by December 15.

F. Each school shall elect one (1) bargaining unit member from its school's Sabbatical Review Committee to serve on the All College Sabbatical Review Committee. This Committee shall be composed of bargaining unit members and shall report to the Vice President for Academic Affairs or his designee. This Committee shall determine a rank ordering of all Sabbatical Leave requests forwarded to it by the Deans. The rank order as determined by each school's Sabbatical Review Committee shall not be altered. The Committee shall report the rank ordering of the candidates to the Vice President for Academic Affairs by February 1.

G. The Vice President for Academic Affairs after consultation with the All College Sabbatical Review Committee shall recommend to the President the sabbatical list arising out of the All College Sabbatical Review Committee and shall provide the President an analysis of the costs of the Sabbatical proposals.

H. The President shall recommend to the Board of Control the Sabbatical Leave list provided by the Vice President for Academic Affairs. Any deletions in the rank ordering will be discussed with the All College Sabbatical Review Committee and explained in detail in writing to the affected individual(s) by the President or his designee, with a copy of all such explanations forwarded to the All College Sabbatical Review Committee.

I. Barring financial exigencies, the administration shall make every effort to maintain the level of Sabbatical Leaves as has existed in the recent past.

J. Compensation shall be paid at a rate determined by the length of the period of Sabbatical Leave and by the conditions of the employment agreement at Ferris State College covering that period of time. A bargaining unit

Member shall receive the full quarterly salary during a Sabbatical Leave of one quarter duration. For a leave of two quarters' duration, bargaining unit members shall receive two-thirds of the regular salary for that period and for leaves of three or four quarters' duration shall receive one-half of their regular salary for that period. Exceptions to the compensation outlined above may be made if remuneration not identified as potential in the original submission, or subsequently approved by the Vice President for Academic Affairs, is in fact realized.

K. Compensation shall be payable according to the payroll procedures for Ferris State College.

L. Sabbatical Leave shall be considered as full-time service to Ferris State College for the purpose of computing length of service and for consideration for salary increments, promotions and assignments, sick leave, insurance, retirement, and other benefits accruing to full-time service for which they would normally be eligible were they not on approved leave.

M. Sabbatical Leave may be terminated prior to the expiration date upon mutual agreement between the recipient and Ferris State College.

N. Recipients of Sabbatical Leaves shall be required, during the first quarter of the recipient's return to Ferris, to submit to the School Sabbatical Review Committee and Department Head copies of a written report, of professional quality, outlining their experiences and achievements in keeping with the purposes for which the leave was granted. The Department Head and the School Sabbatical Review Committee will forward, with comments, the report to the President, via the Dean and the Vice President for Academic Affairs. One copy of this report shall be retained in the faculty member's personnel file; a copy shall be filed in the Ferris State College Library, a copy shall be submitted to the All College Sabbatical Review Committee.

O. Sabbatical Leave is granted with the expectation that the recipient has an ethical obligation to return to Ferris State College for an extended period of service.

P. Before the leave is granted, the faculty member shall agree in writing that in the event of failure to return to service at the College at the expiration of such leave and render services of a period of at least one (1) year thereafter, the faculty member will reimburse Ferris for all sums paid by Ferris while on leave.

9.6 Jury Duty

From time to time it may become necessary for a bargaining unit member to fulfill an obligation to serve on a jury. In such cases, the bargaining unit member may request an excused absence.

Bargaining unit members chosen for jury duty will be excused from College services with pay for the days of service, and fees received for such jury duty shall be returned to the College.

Bargaining unit members are obligated to notify their supervisor as soon as they are summoned for such duty so that arrangements for substitutes may be made.

9.7 Absentee Replacement

Occasionally a bargaining unit member may be absent due to illness, accident or other authorized reason. In such cases other bargaining unit members may be asked but shall not be required, to fill the vacancy temporarily.

Persons filling temporary vacancies under this Section will be credited with one (1) day of additional sick leave upon completion of six hours of substitute instruction, provided the substitute instruction has been approved by the appropriate Department Head as qualifying for such credit.

Credits earned will be submitted to the Department Head who will keep track of the credits until a full day has been earned, at which time the information will be submitted to payroll.

No credit will be given for fractional days earned and there will be no carry-over from year to year under this Section.

Section 10 - UNPAID AND OTHER LEAVES OF ABSENCE

10.1 General Conditions

Leaves of absence without pay may be granted by Ferris when such leaves are in the best interest of the College and the bargaining unit member. Bargaining unit members granted a leave of absence without pay shall retain seniority and have reemployment rights at the end of such leave of absence.

They will not receive pay for the holidays falling within the leave of absence, nor will they accrue any sick leave time, but otherwise bargaining unit members shall be entitled to those rights and benefits under the control of the College, as if they were continuously employed. Bargaining unit members are responsible for contacting the payroll department of the College Business Office if they wish to maintain at their own expense insurance coverage, such as group life insurance, medical insurance and dental insurance during this period.

10.2 Professional Growth

A leave of absence for up to one (1) year may be granted a bargaining unit member at the request of the College or at the request of the bargaining unit member when mutually agreed upon. The employee accepts such leave solely to pursue academic training or such work experience as is adjudged to further the effectiveness of the work of the employee at the College. Such leaves shall be determined administratively. Special consideration will be afforded to 12-month bargaining unit members in accordance with their special needs and unique assignments.

10.3 Extended Personal Illness

A leave of absence may be granted for reason of personal illness for a period not to exceed one (1) calendar year. The request for an extension of a leave of absence beyond this period of time may be honored upon the recommendation of the bargaining unit member's personal physician and concurred in by a medical examiner of the College's choosing, and shall be for such extended period as recommended by the President of Ferris State College in the interest of the College. If the extension as supported by the mutual report of the physicians is recommended, the period of leave requested by the bargaining unit member may be extended to the end of the academic quarter in which the physicians have released the bargaining unit member for return to work. The same rights and benefits of the bargaining unit member, under extended personal illness, shall continue as in the instance of other approved leaves.

10.4 Military Leave

Any bargaining unit member, who has been or may be after this date, called into service with the armed forces of the United States, shall be accorded "leave of absence without pay or compensation" for such period of service and at his election for six (6) months thereafter; and shall be restored to the position he left or a comparable one for at least as many months as there shall have been remaining on his employment agreement at the time of his entry into active service.

When a bargaining unit member is involuntarily called for emergency military duty, Ferris will compensate that person for the difference between contractual salary and the military pay and allowances for a period up to ninety (90) days. Ferris will continue its normal contribution to insurance and other fringe benefits during this period.

10.5 Professional Service

A leave to serve in a professional organization may be granted for one (1) year or less, renewable at the bargaining unit member's option for a second year.

10.6 Public Service

A leave may be granted to a bargaining unit member who is elected or appointed to a political office which requires absence from duty at the institution for the term of office or period of appointment. Such leave may be extended if reelected or reappointed. A leave of absence may also be granted to a bargaining unit member for up to six (6) months for the purpose of campaigning for political office.

10.7 Fulbright or Exchange Teaching

A leave of absence for up to two (2) years may be granted to bargaining unit members upon application for the purpose of participating in a Fulbright or other educational exchange program in other institutions, states, territories or countries, or educational programs related to their professional responsibilities.

10.8 Leave by Mutual Consent

All leaves, including extensions thereof, for whatever reasons, may be granted by the College to a bargaining unit member upon mutual consent for up to one (1) year.

10.9 Maternity

All maternity leave requests will be handled in accordance with the Ferris sick leave policy and disability insurance program provided in this Agreement.

10.10 Personal Leave Day

Twelve month bargaining unit members within the admissions group, educational counselors, and librarians as set forth in Section 1.3 are eligible for two (2) personal leave days each fiscal year.

Personal leave days are not cumulative from year to year. The second personal leave day taken in any fiscal year will be chargeable to sick leave.

Eligible employees will arrange for use of the personal leave days with their Supervisor on a mutually agreeable basis.

Section 11 - HOLIDAYS AND VACATIONS

11.1 Designated Holidays

A. All bargaining unit members will receive the following regularly scheduled holidays:

1. New Year's Day
2. Memorial Day
3. Good Friday
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. The day following Thanksgiving Day
8. Christmas Day

B. Bargaining unit members will not be required to report for duty between Christmas and New Year's of each year; an announcement will be made of the specific dates on which the College will be in operation.

C. When any holiday falls on Saturday, the preceeding Friday will be designated as the holiday; when any holiday falls on Sunday, the following Monday will be designated as the holiday.

11.2 Vacations

Twelve month bargaining unit members are eligible for twenty (20) days' vacation each year.

Earned vacation must be taken no later than the end of the year following the year in which the vacation is earned.

Section 12 - FRINGE BENEFITS

12.1 Group Life Insurance

Ferris shall provide to all bargaining unit members Term Life Insurance protection with the Accidental Death and Dismemberment rider in an amount equal to \$20,000 by a carrier selected by the College.

12.2 Liability Insurance

All bargaining unit members are covered under a \$300,000 single limit policy against personal liability arising out of their performance for the College.

12.3 Health Insurance

Each bargaining unit member may select either Michigan Education Special Services Association Super Med I, with the cost containment provisions described in the MESSA CARE rider, or Blue Cross/Blue Shield Plan MVE-1, with Master Medical Option IV with dependent coverage up to age 24, and Prescription Drugs (\$2.00 co-pay) for a full twelve (12) month period for the bargaining unit member, spouse and/or dependents.

Comparable benefit levels through alternate carriers or programs, if agreed between the College and the Association may be substituted for either plan specified above, during the life of the Agreement.

Ferris agrees to pay the following sums of money per month per bargaining unit member:

<u>EFFECTIVE</u>	<u>MAXIMUM PREMIUM PER MONTH PER BARGAINING UNIT MEMBER</u>
September 1, 1984 through August 31, 1985	\$195
September 1, 1985 through August 31, 1986	\$205
September 1, 1986 through August 31, 1987	\$225

Individual bargaining unit members are responsible for monthly premium payments above the contractual cap. The College is authorized by this agreement to deduct from member's payroll checks, amounts in excess of the applicable cap in order to cover full premium rates.

Other family riders are available to bargaining unit members at their own expense through payroll deductions.

Bargaining unit members who are personally covered under another health insurance program (i.e., through spouse's employer) and therefore not electing health insurance coverage may apply up to the amount of the Super Med I single subscriber premium or the Blue Cross/Blue Shield single subscriber premium, whichever is the lesser, towards the optional medical programs provided in Section 12.4.

If husband and wife are both members of this bargaining unit, one shall elect health insurance coverage and the other shall elect from the optional medical program.

When appropriate, applicable Care and Medicare premiums will be paid on behalf of the bargaining unit member, spouse, and/or dependents.

12.4 Optional Medical Program

Bargaining unit members not electing health insurance may apply the single subscriber premium of either Michigan Education Special Services Association Super Med I or Blue Cross/Blue Shield Plan MVF-1, whichever is the lesser, to either of the three programs listed below:

1. Medical Reimbursement Plan

Ferris shall reimburse directly to bargaining unit members eligible for this plan all medical related expenses not covered by other insurance programs, provided:

a. Reimbursement under this plan shall be made by Ferris itself only in the event and to the extent that such reimbursement of payment is not provided for under any insurance policy or policies whether owned by Ferris, the bargaining unit member, the bargaining unit member's spouse or dependents, or by any other person, firm or corporation.

b. Any bargaining unit member applying for reimbursement under this Plan shall submit to Ferris, at least quarterly, all hospitalization, doctor, or other medical bills for verification by Ferris prior to payment. A failure to comply with this requirement may, at the discretion of Ferris, terminate such bargaining unit member's right to reimbursement.

c. Ferris may, in its discretion, verify any or all of the medical care expenses submitted by the bargaining unit member. Submission of dishonest medical care bills shall be just cause for termination of employment.

d. It is the intention of Ferris that benefits payable under this Plan shall be eligible for exclusion from gross income of the bargaining unit member covered by this Plan, as provided by Section 105 of the Internal Revenue Code of 1954 as amended.

e. "Medical care" shall mean amounts paid for the diagnosis, care, mitigation, treatment or prevention of disease, or for the purpose of affecting any structure or function of the body. Expenses for medical care, as defined, shall include all amounts paid for hospital bills, doctor bills, dentist bills, drugs, therapy, nursing care, optical care and other like expenses. "Medical care" does not include transportation costs, even if primarily for and essential to the medical care referred to above.

f. "Dependents" shall mean natural and adopted sons and daughters who are less than nineteen (19) years of age and who are receiving in excess of one-half (1/2) of their support from the bargaining unit member.

2. Michigan Education Special Services Association Variable Option Plan

The bargaining unit member and his/her dependents may apply the monthly subsidy towards any of the Michigan Education Special Services Association variable Option Plans.

3. The bargaining unit member may receive the amount of the single subscriber premium. A check equal to the accrued single subscriber rate, less withholdings and deductions required by law, will be issued to bargaining unit members electing this option on a quarterly basis.

4. Election of either of these programs will be handled on a pro-rata basis when the election is made part way through a fiscal year.

12.5 Dental Insurance

The College shall make available to each bargaining unit member a Blue Cross/Blue Shield dental plan at a 50-50-50 benefit level with a maximum of \$1,000 per person plus an orthodontic rider with a \$1,000 lifetime maximum.

Ferris agrees to contribute up to a maximum of \$30.00 per month per eligible bargaining unit member toward the cost of single, two person, or family coverage. Individual bargaining unit members are responsible for monthly premium payments above the contractual cap. The College is authorized by this agreement to deduct amounts in excess of the \$30.00 cap in order to cover full premium amounts.

Prior to May 1, 1985, the College and the Association agree to discuss opening dental insurance for bid for the period subsequent to May 1, 1985. Insurance carriers will be provided available experience data.

12.6 Long-Term Disability Insurance

Ferris shall provide without cost to all bargaining unit members Long-Term Disability by a carrier selected by the College.

Benefits shall begin on the termination of the bargaining unit member's sick leave or 90 days, whichever is the greater, and continue at 66 2/3% of the bargaining unit member's salary to age 65.

12.7 Implementation of Related Insurance Benefits

A. All bargaining unit members receiving a paid leave of absence shall have all insurance benefits continue uninterrupted throughout the period covered by the paid leave of absence.

B. Bargaining unit members who are off work on a non-occupational sick leave of absence and who are not receiving paid sick leave may continue their insurance programs, to the extent available through the insurance carrier(s), by contributing the full premium for all desired insurance coverage on or before the first of the month in which the premium is due. These contributions may be made for a period of up to 24 months or to the extent possible through the insurance carrier. In cases of occupational sick leave of absence there shall be no limitation on the continuation of insurance coverages.

C. In the event that a bargaining unit member dies, and providing that the health insurance policy permits, the employer shall continue payments of applicable premiums for the spouse and/or dependents of the deceased through the month of the death and continuing for the following two months.

D. Bargaining unit members assigned less than a full work load shall receive the same insurance benefits as bargaining unit members assigned a full work load.

E. A bargaining unit member who is hired with an effective first work day after the first required work day of the academic year shall be entitled to insurance benefits determined on a pro-rata basis calculated on the same basis as salary proration.

F. Ferris shall make payment of insurance premiums for all persons for a full 12-month period commencing September 1 and ending August 31, even though the bargaining unit member may not be returning to Ferris the next academic year. This is subject to the pro-rata rule described in Paragraph E above.

G. The open enrollment period shall be jointly established by Ferris, the Association, and the insurance carriers, including opportunities for summer and fall open enrollment. Payroll deductions shall be available for all insurance programs as herein provided.

H. Terms and conditions for participation in the various benefit plans set forth above are contained in full in the provisions of the applicable Master Policies or Insurance Contracts which shall govern in determining any questions regarding the benefits outlined in this Section.

Section 13 - SALARY

13.1 General Provisions

Salaries, salary increases, and fringe benefits as specified in this Agreement are minimum requirements. The College may provide salaries, salary increases and fringe benefits in excess of these minima when such extra salaries and fringe benefits are essential for the maintenance or improvement of the academic quality of the unit. Bargaining unit members on disciplinary probation will not be afforded any salary increase during the year of that probation.

13.2 For the Academic Year 1984-85

A. The 1984-85 base salary for 12-month bargaining unit members shall be increased by \$1,765 or 5.5% of their 1983-84 salary base, whichever is greater, effective July 1, 1984.

B. The 1984-85 base salary for 9-month bargaining unit members shall be increased by \$1,446 or 5.5% of their 1983-84 salary base, whichever is greater, effective September 4, 1984.

C. New faculty appointments for the 1984-85 academic year shall be eligible for such salary increases only if specifically provided for in their initial appointment.

13.3 For the Academic Year 1985-86

The 1985-86 base salary for each bargaining unit member shall be increased by 5.5% effective the beginning of the academic year 1985-86. New faculty appointments for the 1985-86 academic year shall be eligible for such salary increases only if specifically provided for in their initial appointment.

13.4 For the Academic Year 1986-87

The 1986-87 base salary for each bargaining unit member shall be increased by 5.0% effective the beginning of the academic year 1986-87. New faculty appointments for the 1986-87 academic year shall be eligible for such salary increases only if specifically provided for in their initial appointment.

Section 14 - PROMOTIONS/MERIT

14.1 Promotions

Each school/unit (Technology, Education, Pharmacy, Business, Arts and Sciences, Allied Health, Optometry, and a unit composed of the Admissions group, counselors, educational counselors and librarians) shall establish or maintain a School Promotion Committee. Current promotion policies of the schools will continue and any changes will be implemented when approved by both the Dean and a majority vote of the bargaining unit members of that School.

The criteria and procedures shall include the following:

A. Promotion policies will be limited to criteria and procedures for promotion to assistant professor, associate professor and professor.

B. Degree and credit hour requirements presently being utilized will continue as minimum standards for advancement.

C. Recommendations for exceptions to academic requirements will be considered when other conditions warrant (e.g., license or certification, additional professional experience, related professional recognition or achievement).

D. Merit increases are an addition to advancement in rank but not a substitute for such advancement. Hence, the criteria and procedures for merit increases are the same as for promotion with the following additions.

1. Merit increases can only be given to those who have been advanced in rank to the maximum rank consistent with their promotion credentials as defined by the appropriate school/unit promotion policy.

2. Bargaining unit members are eligible to apply for a merit increase only after a minimum of five (5) years since their last advancement in rank or prior merit increase.

3. Consideration will be given only to accomplishments of the applicant within the last five (5) years.

14.2 Promotion/Merit Procedures

A. For any academic year, each school/unit shall have one promotion/merit for every seventeen (17) bargaining unit members. The number of promotions/merits available for each school/unit shall be as follows:

<u>Number of Bargaining Unit Members</u>	<u>Promotions/Merits</u>
0 - 16	0
17 - 33	1
34 - 50	2
51 - 67	3
68 - 84	4

-etc-

B. Fractional Portions

1. Fractional portions shall be computed by dividing the number of bargaining unit members in a school/unit that exceeds the minimum number in the groupings above by 17 and then rounding to the nearest tenth.

Example: There are 42 bargaining unit members in a school/unit. That school/unit is entitled to 2 promotions/merits. In addition, the school/unit is entitled to carry over a fractional portion of .5 since 42 exceeds 34 by 8 and 8 divided by 17 rounded to the nearest tenth is .5.

2. All fractional portions may be carried over by a school/unit for use in future years. When the accumulated total of such fractions equals 1.0 in a school/unit, the school/unit shall be entitled to an additional promotion/merit.

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C. Each school promotion committee shall be responsible for transmitting a list to the Dean indicating:

1. The individuals applying for promotion within their school/unit that it recommends for promotion/merit. The number of recommendations shall be equal to or less than the number of promotions/merits available for the school/unit. If the number of promotions/merits is less than the number of promotions/merits available in the school/unit, the unused promotions/merits may be carried forward for use in future years.

2. A rank ordering for all of the additional individuals approved for promotion/merit within their school/unit.

D. 1. The Dean may add persons to the extra list generated by paragraphs 14.2,C,2 in any position order which he/she believes is appropriate but not altering the relative order established by the school/unit promotions/merit committee.

2. The Dean shall forward the lists Arrived at in paragraphs 14.2,C,1 and 14.2,D,1 to the Vice President for Academic Affairs.

E. The Vice President for Academic Affairs shall forward the lists described in 14.2,D to the President who will recommend the lists arrived at in 14.2,C,1 to the Board of Control. In addition, the President shall recommend to the Board of Control eight (8) individuals from the lists determined in 14.2,D,1 maintaining the rank order within each school/unit.

F. The provisions of this section do not preclude the President from recommending to the Board such additional promotions/merits as he may deem appropriate (whether or not on any of the lists described above.)

14.3 Compensation for Promotions/Merit

Commencing the 1984-85 academic year, upon promotion/merit the bargaining unit member shall receive an increase which in no case shall be less than:

Instructor to	
Assistant Professor	\$ 700
Assistant Professor to	
Associate Professor	\$1,000
Associate Professor to	
Full Professor	\$1,300

Merit increase: The amount awarded for a merit increase, shall equal the amount for the next promotion for which the individual could be eligible. If a full professor is awarded a merit increase the amount shall equal that awarded for promotion to full professor.

14.4 Degrees

A bargaining unit member who attains a new degree from a fully accredited institution of higher education in his/her discipline or related field of study shall receive a salary increment added to his/her base salary, provided, however, that bargaining unit members currently accepted in any degree granting program shall have the following schedule applied upon issuance of the degree. Bargaining unit members entering new degree programs may receive payment on the following schedule in a discipline or area not directly related to their teaching duties upon approval, prior to entering such program, by the Vice President for Academic Affairs.

First Baccalaureate	\$ 500
First Masters in field of discipline	\$ 750
First doctorate in field of discipline	\$1,000

14.5 Salary Equity/Market Adjustments Committee

1. For the 1985-86 and 1986-87 academic years, the College agrees to make available a sum of money not less than \$30,000 (excluding related benefit costs) for equity/market salary adjustments for bargaining unit members. Should any portion of the money made available for salary equity/market adjustments during any academic year remain unspent at the end of that year, that unspent portion will be added to the amount of money made available for this purpose in the following year. Amounts not implemented or planned for implementation in 1986-87 will be the subject of a special conference to determine a means to benefit bargaining unit members. All adjustments made shall become part of the recipient's base salary. The Association will be notified of all salary equity/market adjustments made as part of this adjustment plan.

2. A committee, consisting of three (3) members appointed by the College and three (3) members appointed by the Association, shall be established to participate in developing a method for analyzing salary equity/market adjustments and recommending that process to the Vice President for Academic Affairs.

Section 15 - RETIREMENT

15.1 Retirement System Selection

Within 60 days of the effective date of employment, bargaining unit members must elect to participate in either the (1) Michigan Public School Employees' Retirement Fund, or (2) Optional Retirement Program (TIAA-CREF).

If an election is not made within the 60-day period, an irrevocable decision to participate in the Michigan Public School Employees' Retirement Fund will be assumed to have been made. If the Michigan law is changed allowing a different election period, the parties will negotiate the changes in this section accordingly.

15.2 Retirement System Payments

A. Contributions on behalf of bargaining unit members participating in the Michigan Public School Employees' Retirement Fund shall be made by the employer pursuant to the Michigan Public School Employees' Retirement Act (as amended).

B. The employer shall pay into the retirement accounts of bargaining unit members participating in the optional retirement program (TIAA-CREF) the same amount which would have been contributed if the bargaining unit member had elected the Michigan Public School Employees' Retirement Fund provided, however, that such contributions shall not be less than 10.00% of all salaries earned at Ferris State College.

15.3 Notice of Change

Ferris will notify the Association when any change in the employer's contribution occurs either to the Michigan Public School Employees' Retirement Fund or the Optional Retirement Program.

15.4 Supplemental Early Retirement Program

All Ferris State College faculty bargaining unit members will be eligible to participate in the College Early Retirement Program in accordance with the following conditions:

1. Eligibility

a. The employee electing early retirement must have attained a combination of age and years of service at Ferris State College equaling 70, and

b. The employee must have at least ten consecutive years of service at Ferris State College and must be at least 55 years of age and less than 62 years of age, and

c. The employee must meet the tests of an immediate retirement allowance under the Michigan Public School Employees Retirement Board's regulations. TIAA/CRF participants must meet the same tests as though they were under the MPSERS retirement program.

d. The Vice President for Academic Affairs may require advance notice of up to one academic year from a person electing the early retirement plan; however, notification of intent to retire in less than one academic year will be considered. Such requests will be granted unless the Vice President determines that such retirements will be harmful to the College.

During the 1984-85 school year only, the notice requirements of this paragraph shall be modified to require only one full academic quarter's notice. Any employee who wishes to retire at the end of fall quarter 1984 must give such notice of intent to retire no later than October 15, 1984.

e. All employees who retire under the provisions of this policy must have used all available vacation prior to early retirement.

f. Employees electing early retirement voluntarily agree to terminate from active employment status at Ferris State College.

2. Early Retirement Benefits

a. The Supplemental Early Retirement Amount shall be a monthly payment of \$430 up to age 62.

b. Any employee between the ages of 62 (anytime after 61st birthday) and 69 (up to 70th birthday) may also retire pursuant to this Section, and, if otherwise eligible under paragraphs 1.a through 1.f. above, shall be eligible to receive from the College up to 12 monthly payments of \$430 per month. Said payments shall not continue beyond the month in which the employee reaches age 70.

3. Insurance

a. The group life insurance schedule for the early retiree shall remain the same as before retirement with the College paying on the same basis as before retirement. The coverage will be the same as if the retiree were still employed. The College's provision of life insurance for the retiree shall terminate in the month in which the retiree reaches age 65.

b. The retiree shall remain on the Medical Insurance program, including Dental plan on the same basis as before retirement until he/she becomes 65 years of age. At that time the retiree must convert to Medicare. If the employee is eligible for medical insurance from MPERS, he/she shall be required to subscribe to such insurance or to other insurance plans of their choice. The College's obligation to contribute toward the cost of such insurance premiums shall not exceed the amount the College would be obligated to pay for such insurance if the retiree had continued to work for the College. In the event the retiree subscribes to medical insurance other than through MPERS and was otherwise eligible for MPERS insurance, the College's obligation shall be limited to the contractual cap amount or the amount the College would have paid had the employee subscribed to medical insurance through MPERS, whichever is lesser.

c. The spouse of a retiree may continue to participate in the group insurance program after the retiree turns 65 and becomes eligible for Medicare, if permitted by the group insurance carrier(s). Continuation of insurance coverage by the spouse shall be on the following basis:

- i) The spouse is less than 65 years of age.
- ii) The spouse's insurance coverage is on a fully contributory basis.

4. Term of Program

Members of the bargaining unit may retire under the provisions of this Early Retirement Program until June 30, 1987. On or before February 1, 1986, Ferris and the FFA will meet to examine costs of the program. On or before June 30, 1986, the College will notify the faculty of its decision to continue the program beyond June 30, 1987, or to terminate the program on that date.

Section 16. - DURATION OF AGREEMENT

A. This Agreement shall be effective on the date of signing and shall continue in full force and effect until 11:59 p.m., June 30, 1987.

B. Voter's Choice

In the event the Voter's Choice proposal is ratified by the voters of the State of Michigan in November, 1984, the College may reopen the agreement on June 30, 1985 or June 30, 1986, upon sixty (60) days written notice to the other party in advance of such date(s).

C. Inflation

The Ferris Faculty Association may reopen the agreement on June 30, 1985 or June 30, 1986, upon sixty (60) days written notice to the other party, if the Consumers Price Index (based on March to March--U.S. City Average) increases by more than 10 percent.

FERRIS FACULTY ASSOCIATION

By Russell E. Moffett
Russell Moffett
President

Negotiating Committee
Members

By William T. Lackey
William Lackey

By Michael D. Ryan
Michael Ryan

By Philip Stich
Philip Stich

By Edward V. Wood
Edward Wood

By Jeanne A. Cooper
Jeanne A. Cooper, Chief Negotiator
Michigan Education Association,
National Educational Association

FERRIS STATE COLLEGE

By J. William Wenrich
J. William Wenrich
President

Negotiating Committee
Members

By Edward Linta
Edward Linta

By Leon Keys
Leon Keys

By Jack Bennett
Jack Bennett

By James Stokes
James Stokes

LETTER OF UNDERSTANDING

"Summer Quarter Employment"

The Association and the Board of Control have negotiated the matter of Summer Quarter Employment during the 1984 negotiations. The parties were unable to fashion a change in the Summer Quarter Employment System outlined in the 1984-87 Agreement, Section 6.5 and have agreed to further examine the issue subject to the following:

1. The relevant contract language in place in the 1984-87 Master Agreement shall be section 6.5 "Summer Quarter Employment" as it appeared in the 1981-84 Master Agreement section.
2. The parties will convene a "Special Conference" as provided for under Section 1.10 of the Master Agreement, to discuss Summer Quarter Employment. The Special Conference will be convened no later than October 31, 1984.
3. The conference will have two designated representatives by the Association; and two representatives appointed by the College.
4. The issue(s) to be discussed shall be governed by the following parameters:
 - a. The only employment to be discussed shall be summer quarter employment.
 - b. Block programs and all other programs historically offered by Ferris regardless of enrollment, shall be exempted from consideration during the Special Conference, such courses are outlined in the Priebe memo, April 11, 1984 items 1 - 4 (attached).
 - c. The summer quarter classes to be subject to consideration during these special conferences shall be those courses that are not exempted by enrollment in the April 11, 1984 Priebe memo.
 - d. During the Special Conference, the representatives will consider only the following factors:
 - 1) number of students per class,
 - 2) number of credit hours per class,
 - 3) cost per credit hour,
 - 4) rate of pay,
 - 5) separate summer rotation list,
 - 6) plus other mutually agreed to factors.

5. If the parties cannot reach agreement as to the modification, if any, of the Summer Quarter Provision of the 1984-87 Master Agreement, then their recommendation will be "no recommendation" and Section 6.5 will continue to be in effect.

6. The Special Conference shall make any and all final recommendations by January 2, 1985.

7. The Ratification Procedure outlined in Section 1.10 shall control any changes in the Summer Quarter provision.

FERRIS STATE COLLEGE
Big Rapids, MI

MEMORANDUM

TO: Academic Deans--Addleman, Bennett, Cook, Galloway
Hansen, Mathison and Montgomery

FROM: Donald A. Priebe, Vice President for Academic Affairs

SUBJ: Summer Quarter Classes, 1984

DATE: April 11, 1984

Priorities for classes to be offered during the Summer Quarter, 1984:

1. For continuing students enrolled in programs which operate all four quarters as a matter of curriculum plan (e. g. Auto Service, RHAC, etc.).
2. For other students who are hoping to be able to graduate at the close of the Summer Quarter, 1984, or at the close of the Fall Quarter, 1984-5.
3. For new students who have been admitted this summer to begin programs which operate all four quarters as a matter of curriculum plan (e. g. Auto Service, RHAC, etc.).
4. For continuing students for whom the College has an obligation to offer supervised internships as a matter of published curriculum plan.
5. For makeup work in carefully selected classes of adequate size, (20 students) which are appropriate for students who have failed classes during the academic year and who, by virtue of enrolling in (and passing) summer classes, will return to their original curriculum schedule.
6. For other students new to the College who will begin their college work in the summer.
7. For other obligations of the College to students which should be considered.

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LETTER OF UNDERSTANDING

"For Extra Class Responsibilities and Compensation"

In the interest of continuing to accommodate our students in accordance with the traditions of Ferris State College, the following policy will be implemented for the 1984-85 academic year.

1. Additional sections of academic courses requiring part-time instructional staff will be scheduled through the Deans of the appropriate Schools. These sections may be staffed by members of the full-time faculty, where schedules allow, on a voluntary basis, and acceptance on a voluntary basis of such extra assignment shall not make the extra or additional assignment a part of the faculty member's workload, nor shall such additional responsibilities in any way be subject to review of a faculty member's workload.
2. The Deans of the appropriate Schools may allow members of the full-time faculty to teach in the various programs according to the following criteria for their eligibility to do so:
 - a. A full-time faculty member may teach a maximum of one class section of up to five credit hours per quarter under this policy.
 - b. A rotation list of interested faculty from within the discipline will be maintained in the department office. Faculty members may withdraw their name from this list by mid-term of the preceding quarter without their name being placed at the bottom of the list.
 - c. Selection of faculty for these additional assignments shall be from the rotation list of qualified faculty available and interested in the specific assignments.
 - d. Participation in this extra class responsibility will require faculty to be carrying full-time responsibilities, as defined by the practices of their appropriate Schools.
 - e. These added responsibilities shall not conflict nor interfere with the full-time duties of the applicant. Any faculty member applying for extra class responsibility under this policy shall inform his/her Department Head in advance.

3. If all other factors are relatively equal, consideration will first be given by the Dean and Department Head to the best qualified candidates among those available from the faculty within the discipline before going to other sources. Final selection to be made by the Deans and Department Heads.

4. The rate of payment for these lecture class responsibilities will be uniform in accordance with the following factors:

	<u>1984-85</u>	<u>1985-86</u>	<u>1986-87</u>
a. Additional preparation-- lower division classes (100-200 level).....	\$30.50/ class hr.	\$32.50/ class hr.	\$34.50/ class hr.
b. Additional preparation-- upper division classes (300 level and above)...	\$32.00/ class hr.	\$34.00/ class hr.	\$36.00/ class hr.
c. Duplicate preparation-- lower division classes.....	\$28.50/ class hr.	\$30.50/ class hr.	\$32.50/ class hr.
d. Duplicate preparation-- upper division classes.....	\$30.00/ class hr.	\$32.00/ class hr.	\$34.00/ class hr.
5. Lab classes will be paid at the rate of 50% of the above rates.			

Letter of Understanding

The parties have agreed to submit the issue of whether administrative seniority is a mandatory or permissive subject of bargaining to the Michigan Employment Relations Commission and the judicial review system, if applicable, under the following conditions:

1. If the final decision is that it is a permissive subject, the Association's attached proposal on administrative seniority shall be included in the agreement.
2. If the final decision is that it is a mandatory subject, the College's attached proposal on administrative seniority, dated September 17, 1984, shall be included in the agreement.
3. Until such time as a final decision is rendered, the administrative seniority language from the parties' 1984-87 agreement shall be applicable.

9/17/84

ASSOCIATION PROPOSAL

5.6 Seniority Units

A. Each member of the bargaining unit shall be assigned to a seniority group based on the original position for which employed and/or to which specifically assigned at a later date in accordance with departmental procedures. In the event that a bargaining unit member transfers to another seniority unit he/she shall retain but not accumulate seniority in the seniority group from which transferred. A bargaining unit member transferred to another seniority group, excluding transfers that result from administrative reorganization or the abolition of a specific course or curriculum shall earn seniority credit in the seniority group to which transferred at a rate of two (2) years credit for each one (1) year of service, until such time as his/her cumulative seniority credit is equal to his/her seniority as defined in Section 5.1A of the agreement. Thereafter, the bargaining unit member shall earn seniority credit at a rate of one year credit for each year of service.

B. Administrators who elect to transfer to a position within the bargaining unit shall not receive seniority credit for time previously spent in the employment of the College. Thereafter, the transferee shall earn seniority credit in the seniority group to which transferred at a rate of one year credit for each year of service.

C. Seniority groups shall not be credited, merged or deleted prior to discussion with the affected faculty and their Association representative.

COLLEGE PROPOSAL

5.6 Seniority Units

- A. Each member of the bargaining unit shall be assigned to a seniority group based on the original position for which employed and/or to which specifically assigned at a later date in accordance with departmental procedures. In the event that a bargaining unit member transfers to another seniority unit he/she shall retain but not accumulate seniority in the seniority group from which transferred. A bargaining unit member transferred to another seniority group, excluding transfers that result from administrative reorganization or the abolition of a specific course or curriculum shall earn seniority credit in the seniority group to which transferred at a rate of two (2) years credit for each one (1) year of service, until such time as his/her cumulative seniority credit is equal to his/her seniority as defined in Section 5.1A of the agreement. Thereafter, the bargaining unit member shall earn seniority credit at a rate of one year credit for each year service.
- B. Administrators who elect to transfer to a position within the bargaining unit shall serve two (2) years within the seniority group to which they have transferred, except that the two (2) year period for seniority vesting will not apply if they taught at Ferris State College at least the equivalent of one (1) year full-time in the discipline into which they are transferring. Following termination of the two (2) year period, the transferee shall have seniority rights in the department to which transferred as follows:
 1. Administrators serving in academic units shall have full seniority rights based on his/her most recent date of employment with the College.
 2. Administrators not serving in academic units shall be given seniority credit for time previously spent in bargaining unit positions but shall not receive seniority credit for time spent in such administrative positions.
- C. Seniority groups shall not be created, merged or deleted prior to discussion with the affected faculty and their Association representative.

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